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Life and Annuity Company*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

EDWIN B. CARTON, et al.,

Plaintiff,

vs.

B & B EQUITIES GROUP, LLC, et al.,

Defendant.

CASE NO.: 2:11-CV-0746-RCJ-PAL

ORDER

(Mot. Good Faith Sett. – Dkt. No. 303)

Before the Court is Defendant Aviva Life and Annuity Company's ("Aviva") Motion for Determination of Good Faith Settlement (Dkt. No. 303), filed July 24, 2014. The motion was served on all of parties remaining in the case. Plaintiffs filed a Response in support of the motion (Dkt. No. 308), and the deadline for filing an opposition has expired. On December 18, 2014, the Court held a

1 hearing on the motion. Wesley Smith, Esq. appeared on behalf of the Plaintiffs, and Marek P. Bute,
2 Esq. appeared on behalf of Aviva. For the reasons set forth herein, this Court finds that the motion
3 should be granted.

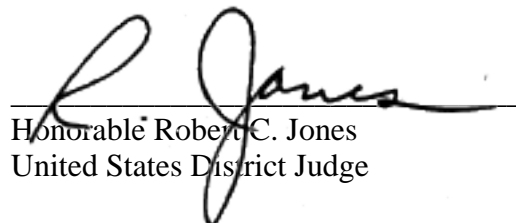
4 No party has objected to the motion for determination of good faith settlement, and Plaintiffs
5 have responded in support of the motion. The Court has reviewed the confidential settlement
6 agreement and release *in camera*. The confidential settlement agreement and release contains
7 standard terms and conditions of agreements of this nature. Aviva denies any liability and asserts it
8 has good faith defenses, but wishes to avoid litigation expenses. The settlement agreement and
9 release specifically represents that the agreement constitutes the entire agreement of the parties and
10 that there are no additional agreements and the confidential settlement amount is fair and reasonable.
11 Nothing in the Court's review of the settlement agreement indicates that it was entered into for any
12 improper purpose or to tortuously injure the interests of non-settling parties. Based on the foregoing,
13 the Court finds as follows:

14 **IT IS ORDERED** that:

15 1. The Motion for Determination of Good Faith Settlement (Dkt. No. 303) filed by
16 Defendant Aviva is **GRANTED**.

17 2. The Court's determination that the settlement is entered into in good faith affords the
18 settling parties the protections and rights of Nev.Rev.Stat. § 17.245.

19
20 Dated this 6th day of January, 2015.

21
22 
23 Honorable Robert C. Jones
24 United States District Judge
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